

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cigna Intellectual Property, Inc.		07/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	New York Life Insurance Company		
Street Address:	51 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5103037	HEALTHY WORKING LIFE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-372-2000		
Email:	jmikulina@mwe.com, eatkins@mwe.com, zbeal@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	101656-0014		
NAME OF SUBMITTER:	Eleanor B. Atkins		
SIGNATURE:	/Eleanor B. Atkins/		
DATE SIGNED:	05/05/2023		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Agreement”) is made retroactive to July 1, 2021 (the “Effective Date”) by and between Cigna Intellectual Property, Inc., 300 Bellevue Parkway, Wilmington, DE 19809 (“CIPI”) and New York Life Insurance Company, 51 Madison Avenue, New York, NY 10010 (“NYL”). Capitalized terms used in this Agreement will have the meanings specified.

1. BACKGROUND.

- A. CIPI is the current owner of the service mark HEALTHY WORKING LIFE for use in connection with pre-disability vocational services, disease management, worksite health, and lifestyle wellness, including medical consultation services, providing information on healthcare, and coordinated health care services, and counseling services (the “Mark”) and its associated United States Trademark Registration No. 5103037 (the “Registration”).
- B. In a transaction effective December 31, 2020, NYL acquired portions of the Group Life, Accident, and Disability business then owned and operated by Cigna Corporation and its affiliates (the “LAD Business”). Prior to closing, the LAD Business had used the Mark under license from CIPI.
- C. NYL wishes to acquire the Mark, the Registration, and all associated goodwill for the benefit of the LAD Business. CIPI wishes to assign the Mark, the Registration, and all associated goodwill to NYL.
- D. CIPI represents that, as of the Effective Date, CIPI has the legal authority to perform its obligations under this Agreement, the Registration remains valid and in force, neither the Mark nor the Registration has been assigned, pledged, or otherwise encumbered in any way, and neither the Mark nor the Registration is the subject of any dispute, claim, or other proceeding.

2. ASSIGNMENT AND PERFECTION. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- A. CIPI hereby assigns to NYL all right, title, and interest in and to the Mark and the Registration, together with the goodwill of the LAD Business symbolized by the Mark.
- B. CIPI will provide reasonable assistance to NYL in effectuating this assignment, including (1) transferring its files associated with the Mark and the Registration to NYL; and (2) taking such actions as may be required by NYL to resolve any questions regarding the adequacy and sufficiency of this Assignment.
- C. CIPI reserves and retains all right, title, and interest in and to all its brand assets other than the Mark, the Registration, and the associated goodwill.

3. GENERAL TERMS.

- A. **Governing Law and Jurisdiction.** The substantive laws of the State of Delaware govern this Agreement as though it was entered into and is to be entirely performed within the State of Delaware, without regard to conflict of law principles. The parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any claim of *forum non conveniens* and any objections as to laying of venue) of the federal and state courts of competent jurisdiction located in the State of Delaware, New Castle County.
- B. **Waiver.** Neither party's course of dealing, failure to require strict performance of an obligation, or failure to exercise any right or remedy waives its rights or diminishes the other party's obligations under this Agreement. A party may waive a provision of this Agreement only by a written instrument signed by that party's authorized representative. A party's waiver of one default does not constitute a waiver of any other default.

C. Amendments. This Agreement may only be modified, amended, supplemented or otherwise changed by a written instrument (excluding e-mail or similar electronic transmissions) that specifically purports to do so and is signed by a duly authorized representative of each party.

D. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, each of which is considered an original, and either manually or electronically. Signature pages with manual signatures may be exchanged between the parties in physical or electronic (e.g. scanned or photographed) form. Electronic signatures will only be valid if: (1) the signatory intends to, and has the requisite authority to, bind the party via electronic signature; (2) the electronic signature mechanism employed by the parties provides an "audit trail" or other authentication linking the signing event, the electronic signature, and the document being signed; (3) the electronic signatures are attached or linked to the form of Agreement delivered to each party for signature; and (4) a final copy of the Agreement, with each party's electronic signatures attached or linked, is made available to each party for retention and audit purposes.

E. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements and understandings between the parties, with respect to its subject matter.

AGREED:

CIGNA INTELLECTUAL PROPERTY, INC.

NEW YORK LIFE INSURANCE COMPANY

DocuSigned by:
Troy Larson
0E39E6CB9253498...

DocuSigned by:
Sean K. Murphy
47494B1E84B54A0...

By: _____

By: _____

Name: Troy Larson

Name: Sean K. Murphy

Title: Senior Counsel

Title: Associate General Counsel